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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029



SDMS DocID 2187268

MAR 14 2008

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carrie M. Greco, Litigation Attorney
Department of the Army, Environmental Law Division
United States Legal Services Agency
901 North Stuart Street
Arlington, VA 22203-1837

**Re: Follow-up to CERCLA 104(e) Letter Requiring Submission of Information
For Safety Light Corporation Site ("Site"), Columbia County, Pennsylvania**

Dear Ms. Greco:

As you know, the U.S. Environmental Protection Agency ("EPA") is seeking information concerning a release, or the threat of release, of hazardous substances, pollutants or contaminants into the environment at the Safety Light Corporation, Inc. Superfund Site which is located in Bloomsburg, Pennsylvania ("Site"). On April 18, 2006, the U.S. Environmental Protection Agency ("EPA") sent a certified letter to your client, the United States Department of the Army (hereinafter referred to as the "Army"), requesting information and/or documents relating to the Army's involvement with the above-referenced Site, pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, ("CERCLA"), 42 U.S.C. § 9604(e). By letter dated June 15, 2006, you submitted a response on behalf of the Army. EPA recently obtained a contract between an Army agency and U.S. Radium Corporation, a predecessor to Safety Light Corporation, which was an owner and operator of the Site. This contract, and a memorandum referencing a second contract, are enclosed for your convenience. EPA has reviewed your response and requires the following additional information:

1. All documents (as defined in Enclosure 2 to this letter) between or relating to the U.S. Army's Marion Engineer Depot, in Marion, Ohio, and U.S. Radium Corporation.
2. All documents related to U.S. Army contract # DA-33-062-ENG-81, and any other documents related to the manufacture or repair of metasopes by U.S. Radium Corporation for the U.S. Army.
3. All documents related to the disposal of such metasopes, referenced in #2 above, including the dates, methods and destinations of all such disposals.
4. All documents related to U.S. Army contract #ENG 33-062-51-426.

Instructions for responding to this required submission of information were provided in EPA's April 18, 2006 letter, and are repeated herein, for your convenience:

INSTRUCTIONS

1. You may be entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure 1, *Business Confidentiality Claims/Disclosure to EPA Contractors & Grantees of Your Response*. You must clearly mark such information by either stamping or using any other form of notice that such information is trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of a question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate by the number of the specific question(s) or subpart of the question(s) to which it responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA, shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure 2, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure 2. Those terms shall have the meaning set forth in Enclosure 2 any time such terms are used in this Information Request and/or its Enclosures.

As you are aware, Section 104 of CERCLA, 42 U.S.C. § 9604, authorizes EPA to pursue penalties in the amount of \$25,000 per day for failure to comply with that section or failure to respond adequately to required submissions of information. Pursuant to the Debt Collection Improvement Act of 1996 ("DCIA") and the subsequent Civil Monetary Penalty Inflation Adjustment Rule, 61 Federal Register ("Fed. Reg.") 69360, (December 31, 1996), codified at 40 C.F.R. Part 19, ("Penalty Inflation Rule"), violations of CERCLA § 104 are subject to a new statutory maximum penalty of \$32,500 per violation for each day during which a violation occurs. In addition, providing false, fictitious or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001. The information that you provide may be used by EPA in administrative, civil, or criminal proceedings.

You must fully respond to this letter, or adequately justify your failure to respond, within **thirty (30) calendar days** from your receipt of this letter. All documents and information should be submitted to:

Harry R. Steinmetz (3HS62)
U. S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103.

If you have any questions concerning this matter, please contact Mr. Steinmetz at (215) 814-3161 or EPA's site attorney, Humane Zia, at (215) 814-3454.

Sincerely,



Laura B. Janson, Chief,
Cost Recovery Branch

Enclosures: 1: Business Confidentiality Claims/Disclosure of Your Response to
EPA Contractors and Grantees
2: Definitions
3: List of Contractors That May Review Your Response

cc: Humane Zia (3RC41)
Mitch Cron (3HS22) ✓
Harry Steinmetz (3HS62)
Betsy Ulrich (NRC)
Larry Newcomer (PADEP, Hazardous Sites Cleanup)
Jeff Whitehead (PADEP, Radiation Protection)

Enclosure 1

Business Confidentiality Claims

You may be entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

Disclosure Of Your Response to EPA Contractors and Grantees

EPA may contract with one or more independent contracting firms (See Enclosure 3) to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employment Program (SEE Enrollees). The SEE program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to CERCLA, 42 U.S.C. Section 9604(e)(7) and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed. Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure 3, you must notify EPA in writing at the time you submit such documents.

Enclosure 2

Definitions

1. The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
2. The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, interoffice and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
3. The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 of the U.S. Code, (b) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of CERCLA, (c) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 of the U.S. Code. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
4. The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral

abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).

5. The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of CERCLA or any other response action, any release of source byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of CERCLA, and (d) the normal application of fertilizer.
6. The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
7. The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, holding companies.

Enclosure 3

[rev. 10/2007]

List of Contractors That May Review Your Response

- **Chenega Integrated Systems, LLC**
Contract #EP-S3-04-01
Subcontractors:
 - DPRA
 - Tri-State Enterprise Corporation
- **Tetra Tech EM, Inc.**
Contract #68-S3-0002
Subcontractor:
 - Eagle Instruments, Inc.
- **Ecology and Environment, Inc.**
Contract #68-S3-0001
Subcontractor:
 - S & S Engineers, Inc.
- **IT Corporation**
Contract #68-S3-00-06
Subcontractors:
 - Weavertown Environmental Group
 - Environmental Restoration Company
- **Earth Tech, Inc.**
Contract #68-S3-00-07
Subcontractors:
 - Industrial Marine Services, Inc.
 - Cline Oil
 - Hertz Equipment Rental
- **EA Engineering, Science and Technology, Inc.**
Contract #EP-S3-07-07
Subcontractor:
 - URS
- **Tetra Tech NUS, Inc.**
Contract #EP-S3-07-04
- **Hydrogeologic (HGL)**
Contract #EP-S3-07-05
Subcontractor: CH2MHill
- **CDM-Federal Programs Corporation**
Contract # EP-S3-07-06
Subcontractors:
 - L. Robert Kimball & Associates Inc.
 - Page Technologies Inc.
 - Avatar Environmental LLC
 - Terradon Corporation
- **Eisenstein Malanchuck, LLP**
Contract #EP-W-06-014
Subcontractors:
 - James C. Hermann & Associates
 - R. M. Fields International, LLC
 - McRae & Company, Inc.
- **Tech Law, Inc.**
Contract #EP-S3-04-03
- **WRS Infrastructure & Environment, Inc. -**
Contract # 68-S3-03-02
- **Kemron Environmental Services**
Contract # 68-S3-03-05
- **Industrial Marine Services, Inc.**
Contract # 68-S3-03-03
- **Guardian Environmental Services, Inc.**
Contract # 68-S3-03-04
- **Booz-Allen & Hamilton**
Contract # GS-10F-0090J (GSA Schedule)
- **Booz-Allen & Hamilton**
Contract # GS-35F-0306J (GSA Schedule)
- **Artic Slope Regional Corporation**
Contract # EP-W-05-052
Subcontractor: Booz-Allen & Hamilton

List of Inter-Agency Agreements

- **General Services Administration**
CERCLIS/FCT/ICIS
Contractor: Booz-Allen & Hamilton
- **General Services Administration**
Breslube Penn Superfund Site
Contractor: Booz-Allen & Hamilton

List of Cooperative Agreements

- **National Association of Hispanic Elderly**
#CQ-822511
- **AARP Foundation (Senior Environmental Employment)**
#824021
#823952
- **National Older Work Career Center, Inc.**
(NOWCC)- #CQ-830919